

Grundy Co.

PPME #2003 (Roads)

7/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

**GRUNDY COUNTY, IOWA
SECONDARY ROAD DEPARTMENT**

and

**PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES,
LOCAL NO. 2003**

July 1, 2005 – June 30, 2008

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ARTICLE I RECOGNITION AND REPRESENTATION

1.01 - RECOGNITION

The County hereby recognizes the Union as the sole and exclusive bargaining representative of all County employees employed in those classifications as set forth in the Public Relations Board certification instruments as follows:

INCLUDED: County Road Maintenance Crew

EXCLUDED: Survey Crew, Supervisory and Confidential Employees, and all others excluded by Section 4 of the Act.

1.02 - UNION DUES AND INDEMNIFICATION FOR PAYROLL DEDUCTIONS

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, upon thirty (30) days' written notice to the County, the County agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall transmit an accompanying list with the monthly deductions, indicating the name, current address, hourly rate of pay, and the amount of dues deducted for each employee for whom dues have been withheld, noting any additions or deletions from the previous month with a notation as to the reason for the addition/deletion. The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

1.03 - NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activity as covered in Section 12 of the Act. The County pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

1.04 - VISITATION

The Business Representative of the Union who has been previously identified by the Union to the County Engineer, or his designated representative, after obtaining permission from the County Engineer or his designated representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union Representative is not to interfere with the County's operation.

1.05 - BULLETIN BOARDS

The Union shall be permitted to post official Union notices on bulletin boards in shops where Unit employees regularly work. All bulletin board notices must be approved by the County Engineer before posting is authorized.

1.06 - RELEASED TIME

Up to two (2) member(s) of the Union Negotiating Committee will be paid by the County for time lost during normal work hours for participating in joint meetings during negotiations with the County. This includes joint meetings involving mediation, fact-finding and arbitration pertaining to contract negotiations.

1.07 - SELECTION OF STEWARD

The Employer recognizes the Bargaining Unit's right to have a steward and one can be elected by the employees from among the employees in the Unit.

1.08 - CLEAN UNIFORM SUPPLY EXPENSE

In the event that the laundry supplying the County with clean rag, etc., provides clean uniform supply service, the County agrees to make this service available to its employees at their expense. In order to take advantage of the clean uniform supply, the employee shall indicate such desire in writing to the County. Payment for this service by the employee shall be made by payroll deduction which shall be authorized, in writing, by the employee as is set forth and required by §20.9 of the Code of Iowa (1986).

ARTICLE II MANAGEMENT RIGHTS

2.01 - MANAGEMENT RIGHTS

The management of the County shall have the right to hire, suspend, demote or discharge employees for just cause; to assign jobs; to transfer employees within the County; to increase and decrease the working force; to prescribe and enforce reasonable policies and rules (which will be reviewed with the Union and posted on the employee's bulletin board for a period of thirty (30) days before they are put into effect); to schedule work production; to schedule working hours; to change methods and processes; to establish work loads; to secure records or production, provided they will not be used for the purpose of discrimination against any employee, or to avoid any other provisions of this Agreement; to supervise and direct the work force; to schedule overtime hours of work; to contract or subcontract work; to establish job descriptions and reasonable levels of performance of employees; and to otherwise manage the affairs of the County.

2.02 - RULES AND REGULATIONS

The County may, from time to time, develop, put into effect, and enforce work rules through employee discipline. Said rules will be sent to the Union thirty (30) days prior to their effective date.

ARTICLE III SENIORITY

3.01 - SENIORITY DEFINITION

Seniority means an employee's length of continuous service with the County since their last date of hire. Seniority shall be administered on a Bargaining Unit basis

3.02 - PROBATIONARY PERIOD

A new employee shall serve a probationary period of six (6) calendar months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the Grievance Procedure. A probationary employee is eligible for the following fringe benefit coverage: after thirty (30) days – health insurance; after three (3) months – funeral and jury duty leave, and recognized paid holidays that occur. A probationary employee shall accumulate hours of sick leave and vacation entitlement during probation, but shall not be eligible to use either until after completion of the probationary period.

3.03 - PROMOTIONS AND TRANSFERS

Promotions and transfers within the Bargaining Unit shall be made on the basis of seniority, considering the applicable seniority of all employees in the Unit based upon each employee's qualifications, skills and abilities to perform the job.

3.04 - JOB POSTING

No permanent vacancy or newly created job classification in the Bargaining Unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) days and present employees have had the opportunity to apply for such positions and to have their application considered.

3.05 - NOTICE TO UNION

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days after its execution, and the steward shall receive notice when the employees are to be laid off or recalled.

3.06 - REDUCTION IN WORK FORCE

When the work force is to be reduced, the employee with the least seniority in the affected job classification shall be first laid off. The employee removed can then replace any employee who has less seniority in any job classification for which he/she is qualified. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off if they are qualified to perform the work available.

3.07 - RECALL FROM LAYOFF

It shall be the duty of the employee to provide the County Engineer information with respect to any change of address, or availability for recall. Employees who are laid off shall be placed upon a recall list. When an employee is notified of the availability of a position for which he is qualified, he must accept the offer of reinstatement within seventy-two (72) hours, and report for work within fourteen (14) days, or forfeit any future opportunity for reinstatement. Notice of recall shall be given to the employee by certified mail, return receipt requested, forwarded to the employee's last address as shown upon the employee's record, as it may be updated by the employee during the layoff.

3.08 - LOSS OF SENIORITY

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits;
- B. Employee is discharged;

- C. Engaging in other work while on leave of absence, or giving false reason for obtaining leave of absence;
- D. Two (2) consecutive days of absence without notice to the County.
- E. Failure to report for work at the end of leave of absence;
- F. Failure to accept reinstatement within three (3) days and/or to report to work within fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address according to County Records; and
- G. Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.

3.09 - TEMPORARY LAYOFFS

When, due to operational irregularities, there are short temporary emergency layoffs of some of the people within the Bargaining Unit for not more than five (5) working days at any one time, but not to exceed a maximum of ten (10) working days per calendar year, such layoffs will be made in the best manner so that the reduced work schedule can be maintained with qualifications and seniority to prevail where practical.

3.10 - EMPLOYEE'S RESPONSIBILITIES

It is the employee's responsibility to keep the County informed, at all times, of their current address and phone number.

3.11 - INELIGIBILITY FOR JOB BID BASED UPON PROMOTION

An employee who accepts a promotion shall be ineligible to bid on another job for a ninety (90) day period.

3.12 - SENIORITY CONTINUOUS WITH COUNTY EMPLOYMENT

As long as an individual is employed by the County, either in or out of the Bargaining Unit, their length of service seniority continues to accumulate.

ARTICLE IV JOB CLASSIFICATIONS

4.01 - JOB CLASSIFICATIONS

Employees in all job classifications included in the labor grades must be capable operators of single axle trucks on either a full-time or part-time basis, excepting snow and ice operation. In addition, each job classification included within each Labor Grade shall also include "housekeeping", "regular equipment care", and "performance of other duties as assigned by the County". All Unit employees must have and maintain in effect a valid Commercial Drivers License, with necessary endorsements, to enable them to legally operate equipment as may be assigned to them in the regular course of their employment.

4.02 - LABOR GRADES

For the purpose of the administration of this Contract, the employees within the Bargaining Unit shall be divided into the following labor grades:

A. Probationary Employees – New Hires

Any newly hired employee shall remain a probationary employee for a period of six (6) months. During this period of time, the employee shall be evaluated and may be discharged, at any time, by the County, without the right to resort to the Grievance Procedure. All probationary employees shall be compensated at a rate per hour which is Seventy-five Cents (75[¢]) less than the rate of pay for Labor Grade #1, unless previous experience, in the sole judgment of the County, shall warrant an increased rate of compensation, but in no event shall the rate of compensation be less than Twenty-five Cents (25[¢]), below Labor Grade #1. In addition, at ninety (90) day intervals during the probationary period, and based upon satisfactory evaluations, the County may increase the rate per hour for probationary employees, but in no event shall the rate of pay exceed the rate of pay for Labor Grade #1 until the entire probationary period shall have been completed.

B. Labor Grade #1

This Labor Grade shall include any and all full and/or part-time employees whose job classifications or job performance require the operation of the following equipment:

- a. Single axle trucks;
- b. Tandem axle trucks;
- c. Motor patrols
- d. Loaders
- e. Traffic sign maintenance and/or repair;
- f. Dozer Operator

C. Labor Grade #2

Labor Grade #2 shall include the following job classifications:

- a. Partsman
- b. Weed Sprayer – shall maintain a current valid Commercial Pesticide Applicators License in accordance with Iowa Dept. of Agriculture and Land Stewardship for spraying weeds along roadsides and ditches.

D. Labor Grade #3

Labor Grade #3 shall include the following job classifications:

- a. Journeyman mechanics;
- b. Crane operators; and
- c. Backhoe operators.

E. Promotional Employees

Employees promoted by the County into a new job classification within the Labor Grades shall be given a thirty (30) day probationary period in which to qualify and perform in the new employment opportunity. During the probationary period, the employee may return, voluntarily, to his former position, or be returned, involuntarily, by the County in the event the employee fails to demonstrate the necessary skills to perform in the new job classification. During this probationary period, the employee shall be compensated at the appropriate rate for the Labor Grade in which his job classification is included.

ARTICLE V AUTHORIZED DISCIPLINARY ACTION

It is understood and agreed by and between the parties that this Article dealing with the subject of discipline is not intended to include, nor should it be construed or interpreted to include, routine, oral, corrective instructions given by a supervisor to an employee in the normal course of an employment relationship.

5.01 - DISCIPLINARY ACTION – NOTICE REQUIRED

Any disciplinary action taken by the County shall be taken for just cause. Whenever employee performance falls below accepted standards, or whenever an employee is guilty of misconduct or disobedience or whenever an employee is guilty of an infraction of any rule of conduct, his/her supervisor shall inform the employee promptly and specifically of the alleged violation. Depending upon the severity thereof, and the history of similar and or past offenses, any one or more of the following actions, if appropriate, may be taken by the supervisor.

A. Oral Warning

For a first offense, an oral warning shall be given to the employee and the nature of the warning, thereafter, reduced to written form, signed by the supervisor and employee, and placed in the employee's personnel folder. The required signature of the employee on the written form is merely an acknowledgment of the receipt of the document and shall not be construed as an admission of guilt, or an admission that the allegations contained in the written form are true. A copy of the written form shall be delivered to the employee, and a copy shall be forwarded to the Union. The written form in the employee's personnel file reporting the giving of an oral warning shall remain in the employee's active file for a period of one (1) year, during which time it can form the basis for additional and further action by the County. Following the expiration of a one (1) year period of time from the date on which the oral warning was given, the written record thereof shall be transferred to an inactive portion of the employee file, and the information contained therein shall be released, if at all, only with employee authority and/or request.

B. Written Warning – Suspension

Following the oral warning, a reasonable time for improvement and correction will be allowed before any further disciplinary action is initiated. When an oral warning has not resulted in corrected behavior, a written warning shall be delivered to the employee, a copy thereof to be forwarded to the Union, and a final copy to be placed in the employee's personnel folder. Upon the issuance of this second warning, in written form, or depending upon the severity of the offense, the first warning the employee's supervisor may suspend an employee without pay for a period not to exceed ten (10) working days. Written warning so issued shall expire at the end of one (1) year, and upon the expiration of the one (1) year period, the written warning shall be removed from the active portion of the employee's personnel folder and placed in the inactive portion of the employee's folder, with the information contained therein not to be released unless authorized and/or requested by the employee.

C. Discharge

Following the issuance of a written warning, a reasonable time for improvement or correction will be allowed before any disciplinary action is initiated; however, when a written warning has not resulted in corrected behavior, the supervisor shall have the option to terminate the employment relationship with the involved employee. Notice of termination shall be sufficient if in writing, stating the reason therefor, a copy thereof being delivered to the employee, the Union and also placed in the employee's personnel folder.

5.02 - DISCIPLINARY ACTION – NOTICE REQUIRED

An employee may be discharged without notice or warning, written or oral, immediately, for any one or more of the following:

- A. Failure to report for his/her employment for a period of two (2) consecutive days without satisfactory explanation and advance notice to the County;

- B. Possession, consumption/use of intoxicants/non-prescription controlled substances, before and/or during duty hours;
- C. Theft or dishonesty;
- D. Insubordination;
- E. Gross negligence resulting in willful destruction of property;
- F. Disorderly conduct;
- G. Falsification of records;
- H. Failure to report for duty without a bona fide reason;
- I. Neglect of duty;
- J. Unprovoked assault on the employee's supervisor or County representative during working hours;
- K. Punching the time clock card of another employee, or the unauthorized completion of a time slip of another employee; or
- L. Carrying unauthorized persons in County vehicles.

5.03 - PRESENCE OF REPRESENTATIVE

The County agrees an employee may be represented during any conference in which disciplinary action is contemplated by the representative of the employee's choice. In addition, the Union may be represented at such conference, as well, in the event that the employee shall so request, and in advance of the conference, shall be allowed to confer with the employee. The scheduled conference shall not be delayed, unreasonably, by virtue of the employee's request for a representative's presence.

5.04 - APPEAL

Any employee who feels they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in Article VI – Grievance Procedure of this Agreement.

ARTICLE VI GRIEVANCE PROCEDURE

The following shall govern and control the rights of the parties and the members of the Union with respect to the processing and disposition of grievances.

6.01 - PURPOSE

It is hereby acknowledged by both parties that the purpose of the Grievance Procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of the work activities of the parties, or the employees, equitable solutions to the problems affecting the parties or the members of the Union which may, from time to time, arise under this Agreement. Both parties hereby agree these proceedings will be kept as informal and confidential as may be appropriate at any Level of the Procedure.

6.02 - DEFINITIONS

For the purposes of this Agreement, and this Article, particularly the following definitions shall apply:

A. "Grievance"

A grievance is a claim presented by an employee(s) alleging there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Collective Bargaining Agreement.

B. "Grievant"

An aggrieved person shall be an employee who allegedly possesses a grievance and timely presents same in accord with the procedures hereinafter set forth. Failure to timely present or pursue a grievance at any Level within the time limits prescribed in this Article, will constitute a complete bar from further prosecution of the Grievance.

6.03 - REPORTING DISCIPLINARY ACTION

Any and all disciplinary action affecting any employee(s) covered by this Collective Bargaining Agreement, shall be reported, immediately, to the steward or the Union, or his designee, in writing, by the County Engineer.

6.04 - LEVEL ONE - IMMEDIATE SUPERVISOR

Within five (5) calendar days of the occurrence, or the employee's discovery of the occurrence, which gives rise to the grievance, exclusive of Saturdays, Sundays and holidays, an employee may initiate a grievance by submitting it in written form to the supervisor. The written grievance shall include a brief factual description of the violation and a reference to the provision of the Agreement violated. The forms for this purpose shall be provided, but failure to use the provided form shall not invalidate the grievance if it is timely filed, in writing, containing the information required above. If no conference before the supervisor is requested, the supervisor or his designee, shall issue a written decision on the grievance within five (5) days after the receipt of the written grievance from the Grievant. If a conference before the supervisor is requested at the time the grievance is presented in writing, the conference shall be conducted before the supervisor, or his designee, within five (5) days following receipt of the written request. A written decision as a result of the hearing shall be issued by the supervisor, or his designee, within five (5) days after the conference has been conducted. A failure of the supervisor or his designee, to respond in writing, as above provided, shall render the grievance eligible for consideration at the next Level.

6.05 - LEVEL TWO - COUNTY ENGINEER

In the event the Grievant wishes to pursue the grievance further, after completion of Level One (1), the Grievant may file an appeal of the decision of the supervisor by presenting a written appeal thereof to the County Engineer within five (5) calendar days of the date on which the supervisor's decision was rendered, or should have been rendered. The County Engineer shall render a decision on the grievance appeal within five (5) days following receipt of the

written appeal, unless a conference is requested. If a conference is requested, the conference shall be held by the County Engineer within five (5) days following receipt of the request therefor. A written decision by the County Engineer shall be rendered within five (5) calendar days following the completion of the conference. A failure of the County Engineer or his designee to respond, in writing, shall render the grievance eligible for consideration at the next Level.

6.06 - LEVEL THREE – CHAIRMAN OF THE BOARD OF SUPERVISORS

Should the Grievant wish to pursue the grievance further after completion of Level Two (2), the employee and/or a representative of the Union shall, within seven (7) calendar days following the date upon which the decision of the County Engineer was rendered, or should have been rendered, deliver to the Chairman of the Board of Supervisors, written notice of appeal which shall be sufficient if in writing, and contains a brief factual description of the alleged violation, and a reference to the provision of the Agreement, departmental rule or regulation violated. The Chairman of the Board shall have a period of seven (7) days from receipt of written appeal by the Grievant, in which to render a decision. A failure of the Chairman of the Board to respond as provided herein shall render the grievance eligible for advancement to the next Level.

6.07 - LEVEL FOUR – ARBITRATION

In the event that the grievance remains unresolved, after completion of Level Three (3), the employee and the Union shall forward to the County Engineer, written notice of their intention to proceed to arbitration. Such notice shall be forwarded to the County Engineer within ten (10) calendar days following the date of the decision by the Chairman of the Board of Supervisors, or his failure to timely respond with respect to the grievance.

6.08 - SELECTION OF ARBITRATOR

The arbitrator, who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:

A. By Agreement

The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

B. By Lot

In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) days after the receipt of the names of such panel, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one remains. The arbitrator so selected shall be informed of his selection by the parties.

C. Costs

The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the County and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses. Such expenses shall include the costs of replacing a witness-employee, if replacement is reasonably necessary, who shall appear before the arbitrator, which expense shall be borne by the party who shall call the witness.

6.09 - PROCEDURES

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator himself. The arbitrator shall submit his decision in written form to both parties within thirty (30) days following the conclusion of the hearing(s), as the case may be.

6.10 - ARBITRATOR'S JURISDICTION

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to any matter that the laws of the State of Iowa require to be resolved otherwise.

6.11 - APPEALS

Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinafter and above provided for, shall be submitted to the impartial arbitrator who made this award who may thereupon construe and interpret the award as far as may be necessary to clarify the same, but without changing the substance thereof and such interpretation and construction thereof shall be binding upon both parties.

6.12 - EMPLOYEE REPRESENTATION

An aggrieved person(s) shall have the right to be represented at all Levels of the Grievance Procedure by a representative of their choice. In addition, and if not chosen by the employee(s), the Union shall be entitled to participate at any and all stages of the Grievance Procedure.

6.13 - PRIVACY AT MEETINGS AND HEARINGS

All meetings conducted under the foregoing Grievance Procedure shall be held in private and shall include only authorized representatives of the County, aggrieved person(s) and witnesses and their representatives. In addition, hearings before the arbitrator shall be conducted in private as well.

6.14 - EXCLUSIVE REMEDY

Should an aggrieved person present the issue involved in a grievance to a forum, other than designated in this Article, or the Iowa State Unemployment Commission, such presentation by the aggrieved person shall relieve the County and the Union of any and all further obligation to process a grievance through the Grievance Procedure as set forth herein. Further, it is understood and agreed that for those matters which fall within the definition of this Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto, and the employees included herein.

6.15 - EMPLOYEE RIGHTS

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

6.16 - TIME LIMIT

The time limit set forth in this Article may be extended only by mutual and written agreement by and between the County and the Union.

ARTICLE VII LABOR—MANAGEMENT COMMITTEE

7.01 - PURPOSE AND MEETINGS OF COMMITTEE

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party. The Committee shall meet at the request of either party. All meetings of the Committee shall be confidential. However, the parties may, by mutual agreement when an understanding is reached during the Labor-Management Committee meetings, post the results thereof as a means of communicating this information to all employees and supervisors.

7.02 - MEMBERSHIP OF THE COMMITTEE

The Committee shall be composed of the following:

A. For Management

1. The County Engineer – Co-Chairman
2. The Superintendent;
3. One other as may be designated by the County.

B. For the Union

1. Business Representative – Co-Chairman;
2. Chief Steward;
3. One other as may be designated by the Union.

Either party may exclude one (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion. Both parties agree to submit an agenda, and a list of those who will attend at least five (5) days in advance of the scheduled meeting date of the Committee. Further, after discussion of any issue at a Labor-Management Committee meeting, the parties may, but need not, amend their Bargaining Agreement.

ARTICLE VIII HOURS OF WORK AND OVERTIME

8.01 - HOURS OF WORK

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or day of work per week. Determination of the daily and weekly work schedule shall be made by the County.

A. Summer Season

The normal work day shall start at 7:00 a.m. and consist of nine (9) hours of work. One-half (1/2) hour, from 12:00 noon to 12:30 P.M. shall be observed as an unpaid lunch period. The normal work week shall consist of forty-five (45) hours.

B. Winter Season

The normal work day shall start at 7:00 a.m. and consist of eight (8) hours of work. One-half (1/2) hour, from 12:00 noon to 12:30 P.M. shall be observed as an unpaid lunch period.

8.02 - SEASON DURATION

The winter season will be set by the County and extend for eighteen (18) consecutive weeks. The summer season shall be for the remaining weeks in the calendar year.

8.03 - REST PERIODS

The County shall grant, with pay, one (1) ten (10) minute rest period in the morning, and one (1) ten (10) minute rest period in the afternoon.

8.04 - TRAVEL TIME

Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance building to which each employee may be assigned.

8.05 - EMPLOYER APPROVAL REQUIRED FOR EXCESS

During said summer season, any hours worked in excess of nine (9) hours in a day, or forty-five (45) hours in a work week, must be assigned and approved by the County. During said winter season, any hours worked in excess of eight (8) hours in a day, or forty (40) hours in a work week, must be assigned and approved by the County.

8.06 - OVERTIME

Overtime shall be paid for at the rate of time and one-half (1-1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any one (1) work day. Work performed on Saturday, Sunday or a recognized paid holiday will be paid for at time and one-half (1-1/2) the employee's straight time hourly rate, except for the Friday following Thanksgiving, and the designated floating holiday at Christmas. Vacation time, paid holidays, and paid sick leave does not count as time worked. There shall be no pyramiding of overtime and an employee shall not be paid more than once for the same hours worked.

8.07 - OVERTIME APPROVAL REQUIRED

Any work performed outside of the normal designated work day hours must have prior approval by supervisory personnel. Each employee performing work at time other than during the normal work day hours must notify the supervisor at the time he/she starts and at the time he/she completes the work.

8.08 - TRANSFERS

An employee may be temporarily transferred to a different job classification for which the employee is qualified. An employee so transferred will be paid for all hours worked at the job classification hourly rate in which they worked the

majority of hours that day, but in no case shall the rate be lower than the employee's normal classification rate. Employees classified in Labor Grade #1 or Labor Grade #2 who work a minimum of three hundred (300) hours in a Labor Grade #3 classification per work year shall be compensated for the entire year at the higher rate of pay. The work year for the foregoing determination shall be the current contract year.

8.09 - OVERTIME SELECTION AND ASSIGNMENT

In the selection and assignment of employees to perform overtime responsibility, the County shall comply with the following guidelines:

A. Continuing Current Job Function

In the event that an employee has, within the past week, been performing the function in which the overtime hours are needed, that employee shall have the right of first refusal to the overtime hours scheduled by the County.

B. Qualifications and Seniority

In the event that the employee performing that work within the past week does not elect to perform the overtime, or in the event that the job responsibility has not been performed by an employee within the previous week, then the job shall be offered to the employee selected by the County based upon the following factors:

1. Qualification to Operate the necessary equipment;
2. Normal job responsibilities;
3. Geographical proximity to the work; and
4. Seniority.

The least senior employee shall be required to work the overtime in the event there are no volunteers

8.10 - STAND BY

Subject to the approval of the County, any employee who shall volunteer to Stand By on duty at their designated work station/assignment after normal working hours on one (1) regular work day and until the commencement of normal working hours of the next regular work day, shall be paid two (2) hours of overtime pay. Again, subject to the consent of the County, an employee who is on Stand By status shall give notice, by phone/radio, to the County, before commencing to perform work and leaving his Stand By status. The first eight (8) hours of work performed by the Stand By employee shall be compensated at the employee's regular rate of pay. All consecutive hours worked, thereafter, shall be compensated at the applicable overtime rate of pay. The County shall have the right to release an employee who has been on Stand By after the completion of their regular eight (8) or nine (9) hour shift of work.

ARTICLE IX WAGES AND COMPENSATION

9.01 - WAGE RATES

Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference as though fully set forth.

9.02 - MILEAGE

Employees shall be reimbursed at the current County mileage allowance rate per mile for all County required use of an employee's personal vehicle(s). However, an employee shall be required to file a certificate of current, effective automobile liability insurance coverage before use of an employee's vehicle may be authorized. Reimbursement shall be paid to the employee, monthly, based upon all properly completed claim forms therefore on file with the County.

9.03 - PAY PERIODS

Time sheets are to be turned in to the County Engineer's office on Monday following each two (2) week's pay period. The work week runs from 12:01 A.M. Saturday to 12:00 Midnight the following Friday. Warrants will be issued at the end of each two (2) week pay period following receipt of all signed time sheets in the County Engineer's office.

9.04 - WINTER SEASON OVERTIME

In the winter season, only, if an employee is scheduled to work on a work day in which he/she needs four (4) hours or less of straight time work to complete his/her normal forty (40) hour work week, said employee will be permitted to work up to a full four (4) hours on this day.

ARTICLE X VACATIONS

10.01 - ELIGIBILITY

Only permanent, full-time employees of the County shall be eligible for vacation, and then, only, after they have completed their probationary period. Probationary employees shall earn and be credited with hours toward their vacation eligibility, but shall not be allowed to take any vacation until after the completion of their probationary period. The vacation entitlement for full-time employees of the County shall be as follows:

Years of Service	Hours Per Month
0 – 2 Years	4
2 – 7 Years	8
7 – 15 Years	12
15 – 25 Years	14
Over 25 Year	17

The number of hours above designated shall be credited to each employee at the completion of each month of employment, and shall, thereafter, be available for use by the employee for vacation purposes.

10.02 - VACATION SELECTION

Vacation selection by the employee(s) shall be granted on a first-come first-serve basis, meaning that the first employee to request time off on a particular date shall be considered to have a priority for that date for the requested time off. The requested vacation shall be granted by the County unless, in the judgment of the County, known commitments of other fellow employees for time off at the same time would reduce the work force below that level necessary to maintain the Department's work obligation. In the event of a contemporaneous application for the same period of time, seniority shall control and determine the conflict.

10.03 - VACATION PAY

The employee on vacation shall be compensated for each hour of vacation at the regular hourly rate of pay they were receiving when the vacation commenced.

10.04 - ACCUMULATION

An employee shall be permitted to accumulate unused vacation hours up to a maximum of Two Hundred Fifty (250) hours. Any vacation hours earning, but unused above the Two Hundred Fifty (250) hour limit shall be forfeited.

10.05 - HOLIDAY PAY ON VACATION

In the event that a paid holiday falls during an employee's vacation period, the employee shall be entitled to one (1) extra day of vacation with pay to be taken on a date selected by the employee, subject to the approval of the County.

10.06 - USE IN MINIMUM HOURLY INCREMENT

Utilization of vacation credits for time off by employees shall be restricted to a minimum of one (1) hour increments subject to the approval of the County.

10.07 - VACATION BENEFITS ON DEATH OR RETIREMENT

All accumulated vacation benefits shall, upon an employee's death or retirement, be paid to the employee, their spouse or estate.

10.08 - FORFEITURE UPON RETIREMENT

Employees who are discharged for cause, or employees who quit without a minimum of two (2) week's advance notice to the Employer, shall forfeit vacation pay.

10.09 - CARRYOVER

In the event that the County unreasonably refuses to allow vacation, or recalls an employee from vacation, thereby causing a potential forfeiture of an employee's earned vacation hours, the employee shall be allowed to carryover excess vacation hours for a maximum of sixty (60) days.

ARTICLE XI HOLIDAYS

11.01 - ELIGIBILITY

All employees, except probationary, seasonal and part-time are eligible for the following paid holidays: New Year's Day, designated President's Day, designated Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. In addition to the aforementioned holidays, each year the County Engineer will designate either the last work day before Christmas Day, or the first work day after Christmas Day as a floating paid holiday.

11.02 - PAY FOR HOLIDAYS AND WORK ON HOLIDAYS

The regular full-time employees shall be paid for each of the holidays set forth above occurring during the period in which he/she is actively at work. Employees who are scheduled to work on any of the recognized holidays enumerated in this Article shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours worked, plus the paid holiday at the straight time rate. Time and one-half (1-1/2) does not apply for the Friday following Thanksgiving Day or the designated floating holiday.

11.03 - CELEBRATION OF HOLIDAY

To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled work day immediately after such holiday. If the employee is absent only the last scheduled day before, or the first scheduled day after the holiday, as a result of personal illness substantiated by a medical doctor's written statement, on-the-job injury, or County excused absence, the employee shall be considered as having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay.

11.04 - HOLIDAY DURING VACATION

An employee shall be entitled to an additional vacation day when a holiday occurs during their time off work due to vacation.

11.05 - AVAILABILITY IN EVENT OF EMERGENCY

Due to the increased number of long weekends, it is understood that each employee will keep his/her Maintenance Superintendent informed of his/her whereabouts should it become necessary to cope with an emergency situation (snow storms, ice storms, tornadoes, etc.).

11.06 - DAY OF CELEBRATION

A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

ARTICLE XII LEAVES

12.01 - SICK LEAVE

The following shall govern and control the relationship by and between the employees and the County with respect to absence from their employment caused by sickness, illness or injury:

A. Accumulation

An employee shall earn eight (8) hours per month of paid sick leave at the regular rate of pay for four (4) months—December, January, February and March; and shall earn nine (9) hours per month of paid sick leave at the regular rate for eight (8) months—April, May, June, July, August, September, October, and November. The employee will be allowed to use these hours for time off work on account of sickness or injury, following the completion of the employee's probationary period.

B. Family Illness

In case of sickness in the employee's immediate or greater family, time off with pay will be allowed upon evidence of need supported by a medical doctor's certificate. A maximum of one hundred sixty (160) hours of accumulated sick leave can be used by the employee in any one fiscal year for this purpose.

C. Maximum Accumulation

The maximum accumulation allowable for an employee is eight hundred (800) hours.

D. Wellness Bonus

Employees who have reached the maximum accumulation (800 hours) at the commencement of each succeeding month, shall be eligible for a wellness bonus. In the event that the eligible employees make no claims for sick leave during the month, the employee shall be entitled to two (2) additional hours of vacation as a bonus for the absence of sickness claims during the month. A wellness bonus shall be available only to employees who qualify under the terms and conditions set forth above. The wellness bonus of vacation hours shall be added to an employee's vacation entitlement, and subject to the same terms and conditions, so far as utilization thereof, as are provided in Article X – Vacation of this Agreement.

E. Sick Leave Limitations

Only compensable work days missed will be paid for. Sick leave time is not actual worked time and does not apply towards overtime. While on paid sick leave, an employee will earn sick leave and vacation.

F. On-the-Job Injuries

Extra disability (due to injury on-the-job) pay up to and including three (3) days will be covered by sick leave for all employees. When disability is due to injury on the job, the worker's compensation insurance law will be applicable.

G. Doctor's Certificate Required

An employee may be required to furnish a medical doctor's certificate when returning from a sick leave exceeding one (1) day. The doctor's certificate shall be turned in with an employee's time sheet.

H. Pallbearer Service

Time off to act as a pallbearer at a funeral will be charged as sick leave and should be so designated on the time sheet.

I. Payout upon Termination After Thirteen Years of Service

After completion of thirteen (13) years of service with the County an employee who terminates will be paid nine (9) hours for every thirty-two (32) hours of earned and unused sick leave in his/her account at the time of termination.

12.02 - FUNERAL LEAVE

An employee shall, after successful completion of the applicable three (3) month probationary period, be eligible for a paid leave of absence of the following duration for the following purposes upon death of the family members included below:

A. Immediate Family

In the case of a death in the employee's immediate family, defined as spouse, child or other regular member of the employee's household, the employee shall be allowed up to five (5) days off with pay.

B. Greater Family

In the case of a death in the employee's greater family, defined as grandchild, mother, father, brother and sister, in-laws of the same relationship, the relatives of son-in-law and daughter-in-law, the employee shall be allowed three (3) days off with pay.

C. Relatives

In the case of a death in the employee's family relation, defined as, grandparent, children's spouse, niece, nephew, the employee shall be allowed one (1) day leave with pay.

Funeral leave time is not actually worked time, and does not apply toward overtime. Only scheduled compensable work days missed will be paid for.

12.03 - JURY DUTY

It is hereby recognized jury duty is a civic responsibility of each and every employee-citizen of the community; however, in the event an employee shall be called for jury duty, the County reserves the right to have the employee request to be excused from such duty in the event circumstances reasonably warrant such a demand. In the event the request by the employee is denied by the judge, or in cases where the County makes no such demand, the employee shall be excused from his/her regular duty for that period of time necessary to perform the employee's duties as a juror. During the absence, the employee shall be paid at his/her regular rate of pay for a normal work shift, less any compensation or fees earned by him/her for service as a juror. The employee shall be required to provide evidence to the County on days where compensation for service as a juror is claimed from the County, that the employee, in fact, reported for and served as a juror for all the hours during which the employee would have normally been employed and/or at work. Unless excused by the Court, an employee who shall fail to report to the County Engineer as soon as reasonably practicable after being excused from service as a juror, shall forfeit the right to reimbursement by the County from all or any portion of the day on which they failed to so report. Witness duty shall be treated the same as jury panel duty, in the event the employee is served with a subpoena.

12.04 - RELIGIOUS LEAVE

Any employee whose religion affiliation requires the observance of holidays, other than those scheduled in this Agreement shall be excused from his/her employment for the observance of such holiday without pay.

12.05 - MATERNITY LEAVE

After the exhaustion of sick leave benefits (and other benefits at the option of the employee), a maternity leave (in accordance with applicable federal and state laws) without pay (but without loss of seniority) shall be granted and may be taken by the employee. The employee's physician shall determine when such leave shall commence and when, after delivery of the child, the employee is physically able to return to work. The refusal of an employee to return to work, after being certified as able to do so by her physician, shall constitute a voluntary quit by the employee. During the leave of absence for maternity, up to a maximum of six (6) months, the County agrees to make available, at group rates, insurance benefits as were previously available to the employee, at the employee's expense. The provisions set forth above shall be subject to any limitation or modification as may be required by applicable law.

12.06 - MILITARY LEAVE

In the case of military leave, regular full-time and regular part-time employees shall be accorded all rights as are prescribed by §29A.8 of the Code of Iowa (1983). In such event the employee must present a statement to the

County after termination of the military service, which must contain the following information:

- A. The date it is prepared;
- B. The date of induction;
- C. The date of release from duty;
- D. The employee's name;
- E. The employee's rank;
- F. The title and address of the commanding officer who prepared and executed the statement or certificate, (or employee if commanding officer refuses).

Failure to file such a statement and report promptly after completion of military service shall subject the effected employee to loss of benefits which may have accrued to him under this Agreement during his absence, and to a loss of entitlement to pay during the periods of time between his termination of service and his attempted return to work for the County. Further, the employee, upon prompt filing of the Application for Reinstatement (within thirty (30) days of his discharge from the Armed Forces) shall be entitled to exercise his right of seniority with respect to employment opportunities which may arise within the County's organization.

12.07 - EXTENDED LEAVES

A. Good Cause

Leaves of absence without pay and without loss of seniority may be granted to an employee by the County for any bona fide reasons not to exceed a period of six (6) months. An employee is encouraged to request, in writing, a leave of absence at least seven (7) calendar days before said leave would commence. Said leave may be extended by the County upon request from the employee within seven (7) days notice prior to the leave's expiration date. In the case of absence due to injury, illness or workers compensation, such leave may be extended additional six (6) months upon presentation to the Board of Supervisors of satisfactory medical evidence establishing, in the judgment of the Board, or if applicable, the County's Worker's Compensation Carrier, a need for continued leave of absence. Upon the expiration of the leave or extended leave, if granted, the employee's employment with Grundy County, Iowa will be terminated unless the employee shall return to work. The County may require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties.

B. Suspension of Fringe Benefits

An employee granted a leave of absence shall not be eligible for fringe benefits or accrue retirement, vacation, sick leave or seniority during the period of such leave, except as otherwise provided by state law.

C. Return Required or Termination

If the employee does not return to work immediately upon the expiration of the leave of absence, or extension thereof, the employee shall be terminated.

D. Job Availability

Upon return from leave of absence, the employee shall return to their former job, if physically qualified, and if said job is in existence.

12.08 - FAMILY AND MEDICAL LEAVE

An employee's right to access benefits under the federal Family and Medical Leave Act of 1993 (hereinafter referred to as the F.M.L.A.) shall be limited to the statutory provisions unless modified as hereinafter provided:

A. Applicability

The F.M.L.A. shall be applicable to all employees in the bargaining unit and shall be separate and distinct from and in addition to leave provided in Sections 12.01(B) and 12.07 of the current Collective Bargaining Agreement.

B. Use of Paid Benefits During F.M.L.A.

At the employee's option, during F.M.L.A. an employee may elect to use or claim compensated benefits as follows:

1. Sick Leave

For illnesses qualifying for protection under F.M.L.A. standards, an employee may elect to claim compensation from their earned but unused sick leave, as follows:

(a) Employee Illness

For employee illness, to the maximum sick leave accumulated under Section 12.01(A) and (C) of this Agreement for this purpose; and/or

(b) Family Illness

For family illness, up to one hundred sixty (160) hours of the employee's earned, but unused, sick leave accumulated as provided under Section 12.01 (B) and (C) of this Agreement, for this purpose.

2. Vacation

An employee may use or claim any earned but unused accumulated vacation for this purpose as provided under Sections 10.01 and 10.04 of this Agreement.

Prior written notice of the employee's intention to use or claim benefits shall be required by the Employer. Use of those compensated benefits shall entitle the employee to pay during the F.M.L.A. time off, only, and shall not operate to extend the maximum number of days of time off as provided by the F.M.L.A.

C. Accumulation of Benefits

Except as otherwise provided by the F.M.L.A., the accumulation/payment of benefits shall continue only during an employee's time off as compensated leave and shall not continue to accumulate or be paid during uncompensated time off.

D. Seniority

Seniority of an employee shall not be adjusted by any time off under the protection of F.M.L.A.

E. Grievability

Actions/decisions of the Employer in response to employee claims under the F.M.L.A. or this Section of the Collective Bargaining Agreement, shall be grievable. However, the grievance shall be determined, governed and controlled by the F.M.L.A. Statute, implementing regulations promulgated by the U.S. Department of Labor, case decisions rendered by U.S. Department of Labor administrative law judges, judicial decisions construing and interpreting the F.M.L.A. and the provisions of the foregoing Section of this Collective Bargaining Agreement.

ARTICLE XIII INSURANCE

The employer agrees to pay the full cost of the single premium for medical, hospitalization and major medical insurance coverage under its current group policy including current levels of benefits, co-pays, etc as were in effect on January, 2005, except that effective July 1, 2005 deductibles will be increased to \$750 Single and \$1,500 family, out-of-pocket maximums will be increased to \$1,500 single and \$3,000 family. If an employee wishes to cover his/her eligible dependents, he/she may do so by paying \$50.00 per month towards the cost of dependent coverage. Further, in the event that the insurance carrier is changed, the County will provide similar insurance at substantially comparable benefit levels to the policy that was effective on or about the 1st day of January, 2005. However, employees and employee family beneficiaries using any covered medical service(s) provided by the Grundy County Memorial Hospital, shall receive those services without adjustment for unused deductibles, as provided above. Applicable co-insurance contributions would still be required. Finally, the County will give the Union thirty (30) days advance notice in the event of a change of carrier, in order to be able to examine and compare the proposed new insurance policy(s).

When an employee, or spouse of an employee that is eligible for the medical insurance benefit, becomes eligible for Medicare, the medical insurance coverage provided by the County shall cease. The County, will, at that time, pay for the cost of Medicare supplemental insurance, comparable to the current benefit plan, plus Medicare Part B Coverage for the county employee, and/or spouse. In cases where the spouse is not Medicare eligible at the time the county employee is Medicare eligible, the spouse will continue to be covered under the medical insurance provided by the County. However, the reimbursement for persons who are Medicare eligible shall not exceed the cost of health insurance provided by the County to persons not yet eligible for Medicare.

ARTICLE XIV SAFETY RULES AND WORKING CONDITIONS

14.01 - SAFETY PRECAUTIONS AND EQUIPMENT

The County shall make reasonable provision for the safety and health of its employees during their hours of employment and furnish safety equipment the employees are required to use or wear, except equipment replaced due to abuse or lost by employee, which shall be at the cost of the employee.

14.02 - REQUIREMENT FOR REPORTING INJURIES

In case of injury due to work, or incurred while working, all such injuries must be reported to the Engineer's office on the same day the injury is sustained.

14.03 - SAFETY COMMITTEE MEETINGS AND MEMBERS

A Safety Committee will be responsible for meeting regularly to evaluate department safety, make plans and recommendations and counsel as necessary concerning the effective administration of the safety program. The Safety Committee will consist of four (4) people, with two (2) from the County and two (2) from the Unit represented.

ARTICLE XV MISCELLANEOUS

15.01 - TERM

This Agreement shall be in full force and effect from and after the 1st day of July, 2005, through and including the 30th day of June, 2008, and shall continue in force and effect from year-to-year thereafter, unless either party gives written notice to the other of their intention and desire to change and/or modify, amend or terminate the same no later than December 15, preceding the expiration date of this Agreement, or any annual renewal period thereof.

15.02 - SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement, or any Addendum thereto, should be held invalid by operation of law, or by any court or agency of competent jurisdiction, or if compliance with or enforcement of any article or Section should be restrained by any court or agency, the remainder of this Agreement, and all Addendums thereto, shall not be effected thereby, and the remainder of this Agreement, and any Addendums attached thereto, shall remain in full force and effect for the life of this Agreement.

15.03 - WAIVER

No waiver or variation of the terms of this Agreement shall be made in this Agreement by any County representative, or any individual employee or group of employees unless such Agreement is made with the full knowledge and sanction by the County and the Union. Further, any such unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions included therein.

15.04 - IMPASSE

In the event that the parties reach a good faith impasse in bargaining, the parties agree that the terms and provisions of the Public Employee Relations Act, Chapter 20, Code of Iowa (1983), shall govern and control their rights, duties and responsibilities.

15.05 - MAINTENANCE OF STANDARDS

During the term of this Agreement, no portion of the Agreement nor any existing practice of the Employer which is included as a mandatory subject of bargaining under Chapter 20, Code of Iowa, shall be changed, except by mutual agreement of the Employer and the Union. Any deviation from this standard shall, upon written notice require the parties to meet and bargain thereon. If, after bargaining, the Employer and the Union shall reach impasse on whether the change is included within the mandatory subjects of bargaining or on the terms of the change itself, then the Union may file a request for grievance arbitration under the procedures and guidelines of Article VI. If the proposed change has not been implemented, then the Arbitrator's jurisdiction shall be limited to whether or not the change is a mandatory subject of bargaining, and, if so, does it constitute a reduction of wages or benefits. If the proposed change has been implemented, the Arbitrator shall, in addition to ruling on the foregoing issues, also determine the appropriate remedy to restore comparability to the previous level of wages or benefits.

SIGNATURES

EMPLOYER: GRUNDY COUNTY, IOWA ROAD DEPARTMENT

By: Maria Schilder 4/25/05
Chairman, Board of Supervisors

By: Harry Mauer 4-22-05
County Engineer

By: Alexis Miller
Maintenance Superintendent

UNION: PUBLIC PROFESSIONAL & SECONDARY MAINTENANCE EMPLOYEES, LOCAL 2003

By: Joseph Rasmussen
Business Representative

By: Chris Harker
Employee Representative

By: _____
Employee Representative

EXHIBIT "A"

	<u>7/1/05</u>	<u>7/1/06</u>	<u>7/1/07</u>
Probationary Employees	\$14.44/hr	\$14.89/hr	\$15.29/hr
Labor Grade #1	\$15.19/hr	\$15.64/hr	\$16.04/hr
Labor Grade #2	\$15.39/hr	\$15.84/hr	\$16.24/hr
Labor Grade #3	\$15.49/hr	\$15.94/hr	\$16.34/hr